

1 BILL NO. S-82-11-27

2 SPECIAL ORDINANCE NO. S-225-82)

3 AN ORDINANCE approving Sewer Resolution  
4 No. 359-82, Cook Road & Research Center  
5 Contract, with Ground Services, Inc.,  
in connection with the Board of Public Works.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
7 FORT WAYNE, INDIANA:

8 SECTION 1. That a certain Contract dated September 22,  
9 1982, between the City of Fort Wayne, Indiana, by and through  
10 its Mayor and the Board of Public Works and Ground Services, Inc.,  
11 for:

12 the extension of a 15" sanitary sewer: Beginning  
13 at an existing manhole on the 24" Spy Run Sanitary  
14 Interceptor Sewer 1135+ feet East of the West  
15 right-of-way of the Penn Central Railroad and  
16 1380+ feet South of the centerline of Cook Road;  
17 thence, Southwesterly in and along a proposed  
18 14 foot easement a distance of 685+ feet; thence,  
19 westerly a distance of 500+ feet to the East right-  
of-way of the Penn Central Railroad; thence Westerly  
and Northwesterly in and along a proposed 14 foot  
easement a distance of 215+ feet terminating at a  
proposed manhole 7+ feet West of the West right-of-  
way of the Indiana and Michigan Electric Company  
tower line easement;

20 under Board of Public Works Resolution No. 359-82, involving  
21 a total cost of Thirty-Six Thousand and No/100 Dollars (\$36,000.00)  
22 all as more particularly set forth in said Resolution and Contract,  
23 and which is on file in the Office of the Board of Public Works  
24 and is by reference incorporated herein, made a part hereof and is  
25 hereby in all things ratified, confirmed and approved. Two copies  
26 of said Contract are on file in the Office of the City Clerk and  
27 are made available for public inspection, according to law.

28 SECTION 2. That this Ordinance shall be in full force  
29 and effect from and after its passage and any and all necessary  
30 approval by the Mayor.

31   
32 Councilmember

1 Page Two

2  
3 APPROVED AS TO FORM  
4 AND LEGALITY

5  
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7 \_\_\_\_\_  
8 Bruce O. Boxberger, City Attorney  
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Read the first time in full and on motion by Burns, seconded by Green, and duly adopted, read the second time by title and referred to the Committee City Clerk (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 11-23-82

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Green, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 12-14-82

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 225-821  
on the 14th day of December, 1982

ATTEST:

(SEAL)

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of December, 1982, at the hour of 11:30 o'clock PM, E.S.T.

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of December, 1982, at the hour of 4 o'clock PM, E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving Sewer Resolution No. 359-82, Cook Road  
& Research Center Contract, with Ground Services, Inc.,  
in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

12-14-82  
DATE CHARLES W. SCHOMBURG MAN, CITY CLERK

22-100-7  
1/22/82

CONTRACT NO. 359-82

THIS CONTRACT made and entered into in triplicate this 23rd day of September, 1982, by and between GROUND SERVICES, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Cook Road Industrial and Research Center  
15" Sanitary Sewer Extension,  
Resolution No. 359-1982.

The extension of a 15" sanitary sewer: Beginning at an existing manhole on the 24" Spy Run Sanitary Interceptor Sewer 1135± feet East of the West right-of-way of the Penn Central Railroad and 1380± feet South of the centerline of Cook Road; thence, Southwesterly in and along a proposed 14 foot easement a distance of 685± feet; thence, westerly a distance of 500± feet to the East right-of-way of the Penn Central Railroad; thence, Westerly and Northwesterly in and along a proposed 14 foot easement a distance of 215± feet terminating at a proposed manhole 7± feet West of the West right-of-way of the Indiana and Michigan Electric Company tower line easement.

Said sewer is 15" in diameter, with all appurtenances to be installed in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11101, Sheets 1 thru 3 and do everything required by this contract and the other documents constituting a part hereof.

## ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$36,000.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal as follows:

15" RCP Class IV	Eighteen dollars and 85/100	18.85
Standard Manhole Type I-J	One thousand dollars and 00/100	1,000.00
15" RCP Class V, Encased		
Boring Complete	Fifty dollars and 00/100	50.00
Base Stabilization	Five dollars and 00/100	5.00
Restoration (Lump Sum)	One hundred eighteen dollars and 00/100	118.00

## ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978.

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne.

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 359-82.
- B. Instructions to Bidders for Contract No. 359-82.
- C. Contractor's Proposal Dated August 11, 1982.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11101.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.



ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GROUND SERVICES, INC.

BY: Gordon McHenry Jr.  
Gordon McHenry, President  
BY: Gordon McHenry Jr.  
Gordon McHenry, Jr. Corporate Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.  
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Snuffer  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey  
Stephen A. Bailey, Chairman  
Roberta Anderson Staten  
Roberta Anderson Staten, Member

Betty Collins  
Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1982.

Contract No. 359-82

# UNITED STATES FIDELITY AND GUARANTY COMPANY



## PERFORMANCE BOND

Approved by The American Institute of Architects  
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

### KNOW ALL MEN BY THESE PRESENTS:

That Ground Service, Inc.

..... as Principal,  
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws  
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto .....

City of Fort Wayne, Indiana

as Obligee, hereinafter called Owner, in the amount of thirty six thousand and 00/100-----

Dollars (\$36,000.00--),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated 1982, entered into a contract with Owner for

Cook Road Industrial and Research Center, 15 inch  
Sanitary Sewer  
Resolution # 359-82

in accordance with drawings and specifications prepared by .....  
(Here insert full name, title and address)

....., which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of a completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this ..... day of ..... 1982

In the presence of:

GROUND SERVICES, INC.

By  Gordon M. Hines  (Seal)  
Principal

By  Gerald A. Sahle  (Seal)  
Attorney in Fact

# UNITED STATES FIDELITY AND GUARANTY COMPANY

*Baltimore, Maryland*

(A Stock Company)

## LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That Ground Service, Inc.

as Principal,  
hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws  
of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto  
City of Fort Wayne, Indiana

as Obligor, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of  
thirty six thousand and 00/100 Dollars (\$36,000.00),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated

19, entered into a contract with Owner for

Cook Road Industrial & Research Center, Resolution # 359-82

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all  
claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this  
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material,  
or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that  
part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who  
has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's  
work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such  
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The  
Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,  
(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the  
following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the  
last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy  
the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or  
performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope  
addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business,  
or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that  
such service need not be made by a public officer.
- (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood,  
however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation  
shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the  
project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part  
thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive  
of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the  
amount of such lien be presented under and against this bond.

Signed and sealed this

day of

19

GROUND SERVICES, INC.

By London M. Henry (Seal)  
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY  
By Herald G. Dahle (Seal)  
Attorney in Fact

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on life full and faithful performance of the Contract.

TITLE OF ORDINANCE Sanitary Sewer Extension Resolution #359-82

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-82-11-27

SYNOPSIS OF ORDINANCE Contract between the City of Fort Wayne, Indiana and

Ground Services for 15" sanitary sewer beginning at an existing manhole on the 24" Spy Run Sanitary Interceptor Sewer 1135+ feet East of the West right-of-way of the Penn Central Railroad and 1380+ feet South of the centerline of Cook Road; thence, Southwesterly in and along a proposed 14 foot easement a distance of 685+ feet; thence, westerly a distance of 500+ feet to the East right-of-way of the Penn Central Railroad; thence, Westerly and Northwesterly in and along a proposed 14 foot easement a distance of 215+ feet terminating at a proposed manhole 7+ feet West of the West right-of-way of the Indiana and Michigan Electric Company tower line easement.

Prior approval was obtained on September 14, 1982

EFFECT OF PASSAGE Installation of new sewer extension.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$36,000.00

ASSIGNED TO COMMITTEE